

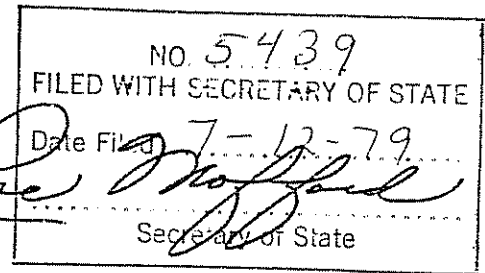
INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF MESA



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF MESA, hereinafter called "CITY";

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or intersection lighting at the following locations:

US 60 & Dobson Road	US 60 & Greenfield Road
US 60 & Sycamore Street	US 60 & 56th Street
US 60 & Longmore Street	US 60 & Recker Road
US 60 & Alma School Road	US 60 & Bush Highway
US 60 & Extension Road	
US 60 & Country Club Drive (SR 87)	SR 87 & Baseline Road (T-69)
US 60 & Robson Street	SR 87 & Southern Avenue
US 60 - Midblock	SR 87 & 8th Avenue
US 60 & MacDonald Street	SR 87 & Broadway Road
US 60 - Midblock	SR 87 & 1st Avenue
US 60 & Center Street	SR 87 & 1st Street
US 60 & Sirrine Street	SR 87 & University Drive
US 60 & Hibbert Street	SR 87 & 8th Street
US 60 & Mesa Drive	SR 87 & Brown Road
US 60 & Hobson Street	SR 87 & McLellan Road
US 60 & Horne Street	SR 87 & McKellips Road
US 60 & Stapley Drive	
US 60 & LaZona Drive	T-69 & Dobson Road
US 60 & Gilbert Road	T-69 & Alma School Road
US 60 & Lindsay Road	
US 60 & Val Vista Drive	

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for, all electrical energy costs to operate the traffic signals and/or intersection lighting.

2. The CITY shall set aside sufficient funds and be responsible for all routine maintenance, and emergency maintenance, and operations of traffic signals and lighting.

3. The CITY shall keep detailed maintenance records and they shall be made available to the STATE if requested.

4. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

5. The CITY shall pay for installation and monthly telephone charges for interconnect circuits when utilized.

6. While the STATE may furnish certain materials and apparatus, the CITY shall indemnify, save harmless, and defend the STATE, its officers and employees, from all suits, actions or claims of any character brought: because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the CITY or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of any employee of the CITY in accomplishing the work; or because of the use of STATE-furnished materials which may be determined by reasonable inspection upon receipt of said materials to be patently deficient and unacceptable.

7. This Agreement shall remain in force and effect until the work therein embraced has been completed in accordance with the terms of the Agreement or until earlier terminated by either the STATE or the CITY upon thirty (30) days' written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

8. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or intersection lighting on those State Highways which traverse within the boundaries of the CITY.

9. It is understood that the list of intersections set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

10. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

11. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

12. This Agreement shall be filed with the Secretary of State and shall become effective on the 12th day of July, 1979, but in no event prior to its being filed with the Secretary of State.

13. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: J. B. Mery
Chief Deputy State Engineer

Date: June 21, 1979.

CITY OF MESA

By: C. H. R.

Title: City Manager

Date: June 7, 1979

ATTEST:

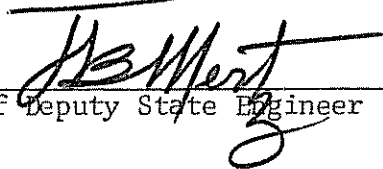
Lorthe Lana
City Clerk

EXHIBIT "C"

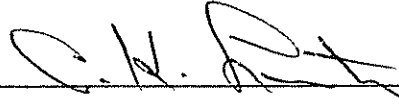
LETTER ADDENDUM

In accordance with paragraph 9 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF MESA consummated on 7/12/79 it is agreed by both parties that the following intersection(s) be added to, or deleted from, the existing list of intersections to be operated and maintained as set forth in said Agreement.

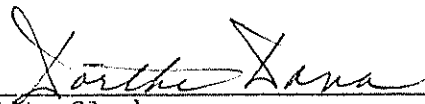
STATE OF ARIZONA
THE ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

CITY OF MESA

By: 
Title: City Manager

ATTEST:


City Clerk

Date Signed: _____

JLS:jhw

RESOLUTION NO. 4375

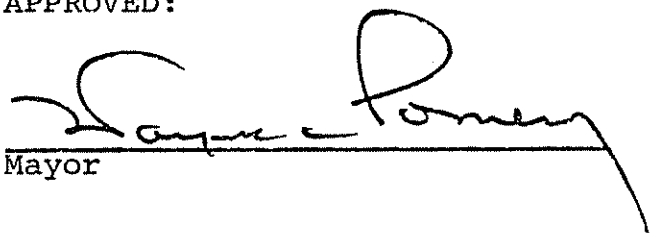
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MANAGER AND CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the Manager and City Clerk are authorized and directed to execute a certain Intergovernmental Agreement between the State of Arizona, acting by and through the Arizona Department of Transportation, and the City of Mesa, relating to the operation and maintenance of traffic signals and intersection lighting in various areas of the City. A true and correct copy of the agreement is on file in the office of the City Clerk.

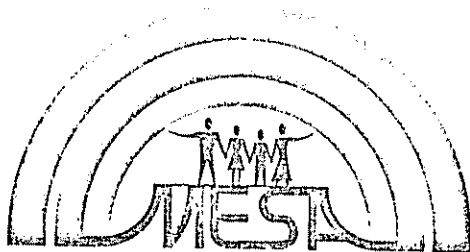
PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 4th day of June, 1979.

APPROVED:


Mayor

ATTEST:


City Clerk



CITY OF MESA
ARIZONA

OFFICE OF THE CITY ATTORNEY
48 North Macdonald - 85201
(602) 964-1421

May 23, 1979

Arnold W. Harring
Traffic Engineer
City of Mesa
Mesa, Arizona 85201

Re: Intergovernmental Agreement with the State of Arizona,
acting through its Department of Transportation, and
the City, pertaining to the operation and maintenance
of traffic signals and intersection lighting at certain
locations.


Dear Mr. Harring:

Pursuant to your request I have examined the final draft of
the agreement above referred to, and find that in my opinion
it is in proper form.

Yours very truly,

CITY OF MESA

By


J. Lamar Shelley
City Attorney

JLS:jhw



OFFICE OF THE
Attorney General
1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

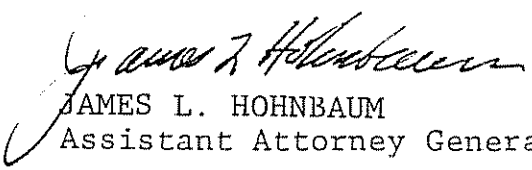
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 79-469 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2d day of July, 1979.

ROBERT K. CORBIN
Attorney General


JAMES L. HOHNBAUM
Assistant Attorney General